



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Honors Pathway, PBC, hereinafter referred to as "CONTRACTOR" and William Jessup University, hereinafter referred to as "UNIVERSITY".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization* Professional Services** Partnership***

- * Any person, business, or organization that will be providing non-professional services to the District
** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
*** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

Funding Category: Base Supplemental Concentration Restricted: _____ Other: _____

For Billing (if applicable): Bill to: _____ Billing frequency: _____

Contract is: [X] New [] Renewal [] Addendum [] Amendment

Number of Individuals Served: _____

Approved at Site by*: _____ Date: _____
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: _____
** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Cindy Deuel, Admin.Secretary, Teaching & Learning Phone #: 707-890-3800 ext 80302
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: _____ Proposed Contract End Date: _____
Requisition #: _____

BUSINESS SERVICES USE ONLY

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District acknowledges that the parties share the mission of increasing college completion among students who plan to attend college, are not college ready at the end of 12th grade and are at a high risk of dropping out of college. Consequently, DISTRICT desires to offer students a dual-enrollment program that provides them the opportunity to attend college classes taught by UNIVERSITY faculty at a UNIVERSITY extension site managed by CONTRACTOR (referred to as a "**MicroCollege Site**") during their 5th year of high school (the "**Program**").

- i. **Enrollment.** District high schools will use reasonable efforts to make prospective students enrolled at District high schools and their parents or guardians aware of the Program and its potential benefits by, among other things, providing prospective students information about the Program during their junior and senior years. District agrees to allow HP to present the program to senior class assemblies in the fall of each school year at each District high school.
- ii. **Program Oversight.** District shall appoint a certificated District Administrator to serve as a MicroCollege Program Coordinator ("Program Coordinator"). The Program Coordinator shall be responsible for, among other things, providing supervision of students enrolled in the Program and shall be present at the MicroCollege Site during scheduled Program hours. The salary, wages and other employment costs of the Program Coordinator, including the cost of employing substitute Program Coordinators as needed, that are incurred by the District shall be either (a) deducted from the Program Fees (defined below) or (b) paid directly by CONTRACTOR. CONTRACTOR, at its own expense, shall appoint a Site Director (or Program Director) who shall oversee the day-to-day implementation of the Program. UNIVERSITY shall appoint a UNIVERSITY administrator to oversee the Program faculty and Classes.
- iii. **Program Expenses.** Except as detailed in this Agreement, each party shall be responsible for its own costs and expenses incurred in connection with the implementation and administration of the Program.

(b) CONTRACTOR's and UNIVERSITY's Responsibilities and Duties:

- i. **College Classes.** The Parties agree that as part of the Program (and pursuant to the Pathway Program Management Agreement dated July 2, 2018 entered into by UNIVERSITY and CONTRACTOR), UNIVERSITY will offer Students 10 transferrable, three-semester-credit general education classes ("Classes") taught by faculty appointed by UNIVERSITY. The Program shall be offered at no cost to Students and Program Fees shall be used to fund the cost of tuition, required textbooks and other required instructional materials including the cost of laptop computers for each Student to use during the program.

- ii. **Location and Duration of Program.** The Program shall be offered at a MicroCollege Site beginning in July of each year.
- iii. **Academic Support and Guidance.** CONTRACTOR, throughout the Program, shall provide Students with ongoing coaching and academic support guidance counseling in connection with completing the Classes and re-applying to College and/or jobs and internships (“Support”). Support includes offering Students a weekly academic success seminar class taught by CONTRACTOR’s Staff.
- iv. **Admission.** The parties agree that only Students who have been admitted to the Program by both CONTRACTOR and DISTRICT may participate in the Program.
- v. **Student Status.** Students will be registered in Classes at UNIVERSITY as non-matriculating or non-degree-seeking students. For purposes of clarity, a non-degree-seeking student is a UNIVERSITY student that is not admitted to a specific UNIVERSITY degree program but may complete individual UNIVERSITY classes.
- vi. **Enrollment Process.** CONTRACTOR will designate a time period during the fall of each year when students can apply to participate in the Program during the next school year (“**Application Period**”). At the end of each Application Period, CONTRACTOR will provide DISTRICT a list of students who have applied to the Program (the “**Application List**”) and within 14 days of receipt of the Application List, DISTRICT or its designee(s) will select students for enrollment in the Program and provide CONTRACTOR a list of students that District or its designee(s) have selected for participation in the Program (“**Admissions List**”). After receipt of the Admissions List, CONTRACTOR will distribute enrollment forms to prospective Students and their parents and/or guardians so that they can sign and return them to CONTRACTOR AND DISTRICT to formally accept admission into the Program for the next school year (“**Enrollment Forms**”). After receipt of Enrollment Forms by both District and CONTRACTOR, CONTRACTOR will provide an enrollment list to the District (“**Initial Enrollment List**”). District agrees that within 7 days after it receives the Initial Enrollment List and a Statement detailing the Initial Payment (defined below), District shall provide CONTRACTOR a non-cancellable purchase order (or written equivalent thereof) acknowledging and committing to the Initial Payment due July 1 of each school year as detailed below.
- vii. **Academic and Disciplinary Rules and Policies.** Students will be subject to all applicable UNIVERSITY rules and regulations as well as all applicable DISTRICT rules and regulations.
- viii. **Nonsectarian.** Although UNIVERSITY is a faith-based institution, the Parties acknowledge that the goal of the Program is to increase college completion rates for students from traditionally underserved communities regardless of their religious affiliation. Consequently, UNIVERSITY agrees that students and faculty may participate in the program without regard to their religious affiliation or lack thereof, and UNIVERSITY will not require Students or Faculty to acknowledge or reveal their religious affiliation. Parties agree that this is a nonsectarian program.
- ix. **Faculty.** All faculty and instructors teaching Classes will meet the UNIVERSITY’S faculty guidelines, which may be revised at UNIVERSITY’S discretion and will be appointed by UNIVERSITY. CONTRACTOR, as part of its management oversight of the

Program, will ensure that all faculty and CONTRACTOR staff undergo appropriate background checks in compliance with applicable state and federal laws, including laws applicable to District as outlined in section 13 below.

- x. **Program Coordinators.** The CONTRACTOR shall pay all program costs and expenses, including the cost of District Program Coordinators as detailed in section 1(a)(ii) above.
- xi. **Program Costs.** Except as detailed in this Agreement, each party shall be responsible for its own costs and expenses incurred in connection with the implementation and administration of the Program.

2. **Term.** CONTRACTOR shall commence providing services under this CONTRACT on October 10, 2019 and will continue through June 30 2021, subject to revision and renewal with BOARD approval in October in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. **Compensation.** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Contract a total \$10,532 for each student who participates in the Program (Program Fee). District shall pay CONTRACTOR according to the following terms and conditions.

District shall pay Program Fees directly to CONTRACTOR and shall not pay Programs Fees to UNIVERSITY according to the following terms:

- (a) **Payment Schedule.** DISTRICT agrees to pay Program Fees according to the following schedule: DISTRICT shall pay 25% of the annual Program Fees for the upcoming school year (based on the Initial Enrollment List) on or before July 1st of each school year (“**Initial Payment**”). DISTRICT shall pay the remaining annual Program Fees on or before the first day of each month in ten monthly installments on a pro-rata basis beginning August 1st of each school year and ending May 1 of each school year.
- (b) **Reconciliation.** CONTRACTOR and DISTRICT agree to adjust the Program Fees paid to CONTRACTOR each month to account for each student who withdraws from and/or completes the Program without completing at least 180 days of attendance. DISTRICT AND CONTRACTOR agree to provide the other with sufficient backup information to independently calculate Program Fees associated with the Program. For clarity, CONTRACTOR shall only be entitled to receive Program Fees based on LCFF Funding to which DISTRICT is eligible to earn. To the extent DISTRICT is deemed by applicable regulatory bodies to be ineligible to earn some or all LCFF Funding attributable to Students, Program Fees shall be reduced accordingly.

4. **Expected Outcomes (Deliverables).** DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT.

- (a) **College and Career Indicator.** DISTRICT expects that the majority of Students who complete the Program will meet the definition of “Prepared” in the College and Career Indicator as defined by the State Board of Education (by earning at least two semesters of college coursework with a grade of C- or better in academic subjects where college credit is awarded).
- (b) **College Graduation Rates.** DISTRICT expects that Students who complete Program will go on to earn college degrees at higher rates than Students who do not participate in or

complete Program, when disaggregated by student subgroups and measured six years after enrollment in Program.

- (c) **Longitudinal Study.** DISTRICT understands that CONTRACTOR will develop and conduct longitudinal studies of Student academic outcomes and agrees to assist CONTRACTOR where appropriate. CONTRACTOR will not use or retain identifiable Student information for any other purpose and will destroy or return such information to DISTRICT when no longer needed for study or other purposes under this CONTRACT.

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

- Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career-ready students.
- Increases student and family wellness and engagement through the full-service community school model.
- Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.
- Provides safe and inviting facilities with current technology.

6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

11. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies

had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT."

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT."

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such an event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the number of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and Privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities are undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

16. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

18. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersedes any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with

the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
707-890-3800
mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Honors Pathway, PBC
Street: 548 Market Street, #52694
City/State/Zip: San Francisco, CA 94104
Phone: 510-474-0531
Email: gene@honorspathway.org

UNIVERSITY:

Name: William Jessup University
Street: 2121 University Ave
City/State/Zip: Rocklin, CA 95765
Phone: 916-577-2210
Email: jjackson@jessup.edu

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited bases. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

24. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with a venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS _____ DAY OF _____, 2019.

DISTRICT

Signature: _____

Rick Edson

Deputy Superintendent

mmartin@srcs.k12.ca.us

707-890-3800

CONTRACTOR

Signature:  _____

Eugene Wade

CEO

gene@honorspathway.org

510-474-0531

UNIVERSITY

Signature:  _____

Dr. John Jackson

President

jjackson@jessup.edu

916-577-2210